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Attorney for Cross-Defendant,
ARDEN MEMORIAL BUILDING ASSOCIATES

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SCOTT N. JOHNSON,
Plaintiff,

v.

WILLETT LAND COMPANY, INC., a
California Corporation; and DOES 1
through 10, inclusive,
Defendants.

AND RELATED CROSS-ACTION

CASE NO. 2:05-CV-00528-DFL-PAN

**STIPULATION FOR DISMISSAL
AND ORDER**

[No Hearing Required]

TO THE HONORABLE DAVID F. LEVI, UNITED STATES DISTRICT COURT
JUDGE:

This Stipulation for Dismissal ("Stipulation"), is made and entered into among plaintiff, SCOTT N. JOHNSON ("Plaintiff") through his counsel of record, Scott N. Johnson of the Law Office of Scott N. Johnson, defendant WILLETT LAND COMPANY, INC., ("Willett") through its counsel of record, Edward J. Wright, Jr. of the law office of Martensen Wright, and cross-defendants ARDEN MEMORIAL BUILDING ASSOCIATES (Arden Associates") and TINA LEE and STANLEY LEE ("The Lees"), through their counsels of record, Karen L. Diepenbrock of the law office of Diepenbrock Harrison, and

1 Thomas W. Barth of Kronick, Moskovitz, Tiedemann & Girard respectively, in accordance with the
2 terms of Settlement Agreement and Release (the "Settlement Agreement") previously entered into
3 by and among the parties in the instant action which specifically states:

4 "7. Upon execution of this Settlement Agreement, Johnson
5 Agrees to dismiss the Complaint against Willett, and Willett
6 agrees to dismiss the Cross-claim against Arden and the
7 Lees."

8 IT IS HEREBY STIPULATED by and among the parties, that the above-entitled action,
9 along with the related cross claim, be dismissed in their entirety by the Court, with prejudice, and
10 that any dates previously scheduled by the Court, be removed from the Court's calendar; and

11 IT IS FURTHER STIPULATED that although the instant action has been dismissed, the
12 terms and conditions of the Settlement Agreement shall continue in full force and effect as to all
13 parties.

14 This Stipulation may be executed in any number of counterparts and by different parties
15 hereto in separate counterparts, with the same effect as if all parties had signed the same document.
16 All such counterparts shall be deemed original and shall be construed together and shall constitute
17 one and the same instrument.

18 Dated: 11/8/05

LAW OFFICES OF SCOTT N. JOHNSON

19 By: [Signature]

20 Scott N. Johnson
21 Attorneys for Plaintiff
22 Scott N. Johnson

23 Dated: 10/27/05

MARTENSEN WRIGHT, LLP

24 By: [Signature]

25 Edward J. Wright, Jr.
26 Attorneys for Defendant
27 Willett Land Company, Inc.
28

1 Dated: _____

DIEPENBROCK HARRISON
A Professional Corporation

2
3 By: _____

Karen L. Diepenbrock
Attorneys for Cross-Defendant
Arden Memorial Building Associates

4
5
6 Dated: 10/25/05

KRONICK MOSKOVITZ, TIEDEMANN
& GIRARD

7
8 By: _____

Thomas W. Barth
Attorneys for Cross-Defendants
Tina Lee and Stanley Lee

9
10
11
12
13 **ORDER**

14 IT IS HEREBY ORDERED that the Complaint and Cross-Action be dismissed in their
15 entirety with prejudice.

16
17 Dated: DEC 05 2005



David R. Levy
United States District Judge

PETER A. NOWINSKI
MAGISTRATE JUDGE